

**Česká televize**  
**Company ID number: 00027383**

and

**Company: INTERNATIONAL MERCHANDISING, PROMOTION  
AND SERVICES s.a.**  
**VAT-No : BE 0426 198 796**

**Programme Licence Agreement**

**number 1079247/2384**

**Subject matter of the agreement:**

**Price or value:**

**Date of execution:**

**Programme licence acquisition**

**€247,850.00**

*04/10/2016*

.....



**TV LICENSE AGREEMENT**

**REF. 2016\_IM\_AV-TV\_NDW\_8023**

**SMURFS – CZECH REPUBLIC – CZECH VERSION**

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Made this 30 August 2016.

Between: **CESKA TELEVIZE**

a Public Company established by the Czech Television Act  
No.483/1991 Coll.

Registered address: Kavčí Hory, 14070 Praha 4, Czech Republic

VAT-ID: CZ00027383

Represented by Petr Dvorak, General Director

hereinafter referred to as **LICENSEE**,

and **INTERNATIONAL MERCHANDISING, PROMOTION AND SERVICES**

s.a., in abbreviated form **I.M.P.S.** s.a.

rue du Cerf 85

1332 GENVAL

**BELGIUM**

VAT-No : BE 0426 198 796 hereinafter referred to as **IMPS**,

LICENSEE and IMPS hereinafter collectively referred to as “the Parties” or individually as “the Party”.

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**IT IS AGREED THAT**

**ARTICLE 1**

1. IMPS licenses to LICENSEE the exclusive, non-transferable FREE broadcasting rights on the channel ČT :D only, of the PROGRAMME as specified in **SCHEDULE 1** hereof (hereinafter to be referred to as the PROGRAMME), in the language version as specified in **SCHEDULE 1**, for as many runs as specified in **SCHEDULE 2** hereof, during the TERM as specified in **SCHEDULE 3** hereof (hereinafter to be referred to as the TERM) and in the TERRITORY as specified in **SCHEDULE 4** hereof (hereinafter to be referred to as the TERRITORY), only.

2. Meaning and restrictions of the broadcasting rights granted by ARTICLE 1.1. of this AGREEMENT:

- The broadcasting rights as granted by this AGREEMENT mean

[REDACTED]


Should the PROGRAMME be broadcast over more than one form of transmission authorised by this AGREEMENT, it must be simultaneously receivable (on the basis of a programme schedule).



- PAY broadcasting rights, meaning the broadcasting that can only be received by the general public by paying a charge that is specifically program- and/or package of programs- and/or channel-related, are expressly excluded from the rights granted under this AGREEMENT. It is understood that governmental assessments, taxes or levies, and charges that are made for the technical access and supply of a signal feed by the network operators, (such as, but not limited to, the basic tier subscription fee to a cable network) shall not be deemed a specifically program- or package of programs- or channel-related charge.

- Mobile transmission and transmission through the internet, including IPTV, even when simultaneously receivable with the authorized means of transmission as indicated above, are explicitly excluded from the rights granted under this AGREEMENT.

- The broadcasting rights as granted by this AGREEMENT are expressly limited to a linear, continuous transmission, on which the viewer does not have any direct, individual influence on its start, sequence or end (content is "pushed" to viewers). As a consequence, non-linear services, i.e. non-programmed content requested by the user at a moment of his choice on the basis of a catalogue of programmes selected by a media service provider (viewers "pull" the content from a network), such as, but not limited to, Pay per View, Transactional Video On Demand, Subscription Video On Demand, EST (Electronic Sell Through), are expressly excluded from the rights granted by this AGREEMENT. LICENSEE will however be authorized to show each episode of the PROGRAMME

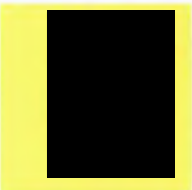



- All the rights excluded from the license granted to LICENSEE under this AGREEMENT are exclusively reserved to IMPS, who may exploit these rights freely.

3. Upon IMPS' request, LICENSEE shall notify IMPS in writing of the date of any transmission of any PROGRAMME before any transmission, as soon as the broadcasting schedule is known, and within 30 (thirty) days of its actual transmission.

## ARTICLE 2

1. IMPS acquired the exploitation rights of the PROGRAMME from LAFIG s.a., Chemin Frank-Thomas, 36, 1208 Geneva, Switzerland. IMPS warrants and represents to LICENSEE that IMPS has the right, without any limitations or restrictions whatsoever, to grant the right hereby granted to LICENSEE and that the exercise of such rights by LICENSEE will not (subject to the payment by LICENSEE of any fees payable to the Performing Rights Society or similar collecting body in respect of music) infringe the rights of/or (to the best of IMPS' knowledge and belief) be defamatory to any third party. IMPS agrees to indemnify LICENSEE from and against any and all actions, claims, damage



costs and expenses directly resulting from any breach of any of the warranties and representation herein contained.

2. The recording rights of any music included in the PROGRAMME have been cleared by IMPS for all purposes of this AGREEMENT.
3. LICENSEE will be responsible for payment for the use of music included in the PROGRAMME if controlled by a "Performing Rights Society", or a society affiliated thereto.  
For these purposes, IMPS will provide LICENSEE with a full music cue sheet listing each musical work and the name of the composer/author and publisher, the timing of each item and a description of use.

### **ARTICLE 3**

1. IMPS shall supply LICENSEE the transmission materials of the PROGRAMME as specified in SCHEDULE 5 hereof and on conditions set forth therein.
2. IMPS guarantees a technical quality of the supplied material suited for transmission which shall be in first class condition and shall correspond to the technical standard required by the LICENSEE, LICENSEE undertakes to carry out a technical check within 30 days after the delivery. In case the materials are not physically suitable for broadcast and LICENSEE has notified IMPS within 30 day period and has provided a technical report specifying in detail the technical defect which renders the materials technically unusable for broadcast then IMPS shall cause the defect to be corrected and shall provide LICENSEE with such replacement materials within 14 days since the delivery of the notification of the unsuitability. Failing such replacement, the total license fee payable shall be reduced by an amount corresponding to the license fee due in respect of episodes so rejected. The cost of replacement materials will be paid by IMPS.
3. IMPS shall supply to LICENSEE drawings of the PROGRAMME, suited to be printed.

### **ARTICLE 4**

Unless otherwise specified herein, at the expiration of the TERM of this AGREEMENT, LICENSEE, at IMPS' option, agrees to destroy or to send to IMPS the broadcasting materials realised by LICENSEE for the exercise of the rights granted hereunder.

In case of destruction, LICENSEE has the obligation to send to IMPS a certificate confirming such destruction.

### **ARTICLE 5**

1. LICENSEE has the obligation to show unaltered and at each transmission the

beginning and the ending titles of the PROGRAMME, in particular those which mention creator(s), author(s), director(s), the producer(s) and the collaborator(s). LICENSEE has the obligation to show unaltered and at each transmission the original opening music of the PROGRAMME in the Czech language version.

2. Cuttings and/or any other changes in the PROGRAMME are only permitted if agreed upon in this AGREEMENT or by a separate written agreement.
3. Within the license period and for the purpose of advertisement or publicity only, LICENSEE may broadcast and/or stream over the internet (geo-blocked) one or more extracts of maximum 3 minutes from the PROGRAMME, except other agreement confirmed in writing between the parties.

#### **ARTICLE 6**

1. In exchange for the license of rights granted to LICENSEE hereunder in respect of the PROGRAMME, LICENSEE shall pay a lump sum licence fee as specified in SCHEDULE 6 hereof.
2. In respect of materials to be delivered hereunder by IMPS, LICENSEE agrees to pay all the delivery costs as indicated in SCHEDULE 5 hereunder.

#### **ARTICLE 7**

1. It is understood and agreed that this AGREEMENT grants a limited license of rights as described herein. All rights, except those explicitly granted to LICENSEE hereunder, are reserved to IMPS and/or the relevant right owners.
2. Each party to this AGREEMENT warrants and represents that it has the power to enter into and duly perform this AGREEMENT and neither party shall exercise its rights hereunder in any manner inconsistent with the rights of the other party.
3. LICENSEE warrants and represents that IMPS will not be held liable for any cost or expense incurred, or any responsibility assumed by LICENSEE resulting from LICENSEE'S operation hereunder.  
IMPS warrants and represents that LICENSEE will not be held liable for any cost or expense incurred, or any responsibility assumed by LICENSEE resulting from IMPS' operation hereunder.

#### **ARTICLE 8**

Each of the following events shall give rise to the rights of IMPS to terminate this AGREEMENT after the expiration of any applicable grace period contained herein, by notice of such termination in writing to LICENSEE.

1. Failure of LICENSEE to pay any and all sums to IMPS as the same shall become due and payable, which failure shall continue for a period of 15 (fifteen)

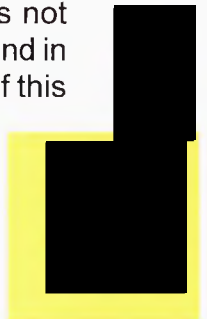
days from the due date for payment pursuant to SCHEDULES 5 and 6 of this AGREEMENT.

2. Failure of LICENSEE to carry out the terms and intent of this AGREEMENT in any manner, such failure not being cured within 15 (fifteen) days following notice of such failure by IMPS.
3. The breach of any representation, warranty, covenant, term, provision or agreement to be performed which is not remedied or corrected within 15 (fifteen) days following notice of such breach by IMPS to LICENSEE.
4. The filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors or any other voluntary action by LICENSEE availing itself, of any federal or state bankruptcy, insolvency or similar act relieving debtors of certain of their obligations shall, without notice by IMPS, immediately terminate, revoke and cancel the license of rights granted by this AGREEMENT.
5. If a petition is filed by creditors of LICENSEE requesting any federal or state bankruptcy court or agency to appoint a receiver or trustee for the assets of LICENSEE and such petition is not removed within 30 (thirty) days of the filing thereof, or in the event that LICENSEE is declared insolvent as a result of such petition, IMPS, upon five days' notice in writing, shall terminate this AGREEMENT.
6. In the event that any judgement or final order affecting the assets or business of LICENSEE is entered and unsatisfied for a period of 30 (thirty) days from the date of entry thereof, this AGREEMENT shall be automatically terminated.
7. In the event that LICENSEE shall cease, directly or indirectly, or threaten to cease to carry on its business, then upon 5 (five) days' written notice by IMPS this AGREEMENT will terminate.

In all such events, all rights of LICENSEE hereunder shall cease and revert to IMPS and IMPS shall have the right to retain any remuneration or other things of value which it has theretofore received from LICENSEE pursuant to this AGREEMENT.

The termination of this AGREEMENT as provided in this AGREEMENT shall be without prejudice to any rights of IMPS arising prior to the termination or to the remedies available to IMPS, as the results of any breach of this AGREEMENT by LICENSEE or to such rights as by the terms of this AGREEMENT are to survive such termination or breach.

LICENSEE is entitled to terminate this AGREEMENT in the event IMPS fails to carry out the terms and intent of this AGREEMENT in any manner and such failure is not being cured within 15 (fifteen) days following notice of such failure by LICENSEE and in the event of a breach of any representation, warranty, covenant, term, provision of this



AGREEMENT to be performed which is not corrected or remedied within 15 (fifteen) days following notice of such breach by LICENSEE to IMPS.

## **ARTICLE 9**

1. This AGREEMENT contains the entire understanding of the parties hereto relating to the subject matter herein contained and to the SCHEDULES attached hereto and made a part hereof, and supersedes in its entirety any prior agreement, oral understandings, representations or other agreements of any kind or nature made or proposed by any of the parties hereto at any time prior to the execution of this AGREEMENT.
2. In the event that one of the terms and conditions of this AGREEMENT are finally adjudicated, this adjudication shall not affect the validity of any of the other rights and obligations of the parties hereunder.
3. No failure or delay by LICENSEE or IMPS in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any subsequent exercise in law, in equity or otherwise.
4. IMPS may, at any moment, be substituted by LAFIG or have itself substituted in all or part of its rights and obligations under the terms of this AGREEMENT by any third party of its choice. This substitution may be opposed to LICENSEE as from the date of notification, sent by registered post, signed by IMPS and LAFIG or by IMPS and the substituting third party.

## **ARTICLE 10**

1. This AGREEMENT shall be governed and construed in accordance with the law of Belgium and shall not be modified except by a writing signed by each of the parties hereto and the rights and obligations granted and assumed hereunder shall not be assignable, whether by operation of law, or otherwise, by LICENSEE. All disputes relating to the interpretation or application of this AGREEMENT which cannot be settled amicably shall be submitted upon IMPS's choice, to the French speaking Courts of Law in Brussels or to the Courts of Law having jurisdiction for the location mentioned in LICENSEE's address indicated on the 1<sup>st</sup> page of this AGREEMENT, in the local language, Belgian law being applicable in both cases.
2. LICENSEE agrees to co-operate as far as reasonably practical with IMPS in the defence, compromise or settlement of any claim made by any third party which puts IMPS in breach of its warranties contained herein. Further, LICENSEE agrees forthwith to notify IMPS of any infringement of the copyright in any PROGRAMME or of any other interest or rights of IMPS in the PROGRAMME.

## ARTICLE 11

Notwithstanding anything contained in this AGREEMENT, if for any reason beyond the control of either party, force majeure, either party shall be delayed in or prevented from performing any of its obligations under this AGREEMENT, such non performance shall be deemed not to constitute a breach of this AGREEMENT and this AGREEMENT shall be suspended for a period corresponding to the extent that this AGREEMENT cannot be enforced or performed according to its terms.

Should such a period be in excess of 4 (four) months, however, either party shall be entitled to terminate this AGREEMENT by written notice as of the end of such 4 month period.

## ARTICLE 12

- A. This AGREEMENT does not have as its purpose and must not be deemed as having as its purpose, the creation of a particular partnership, general partnership or any other kind of partnership.

Consequently, LICENSEE cannot exercise over the PROGRAMME, any claim, title or right, other than those granted under the terms of this AGREEMENT, in its capacity as LICENSEE.

- B. LICENSEE explicitly recognises that IMPS is not liable and cannot be considered committed in any way by writings or promises made by its agents or representatives. Only the writings directly made between LICENSEE and IMPS can contain engagements which IMPS will be bound to respect.

- C. **Confidentiality:** The Parties agree that the content of this Agreement, as well as any information that may have come to either Party's attention during the process of negotiation preceding the execution of this Agreement and/or its fulfillment, is considered to be confidential and neither contracting Party shall be authorized to disclose to any third party such information without the prior written consent of the other Party. This prohibition remains in effect after the performance of the Agreement is completed or terminated, with the exception of information: (i) that came to the other Party's attention independently of the other contracting Party; (ii) that LICENSEE provides to third parties in relation to the preparation, production, distribution and/or promotion of its program content to which this Agreement relates and/or in relation to its own promotion (with the exception of information marked by IMPS as its trade secret); (iii) that a contracting Party provides or makes public based on a legal regulation or enforceable decision of a court and/or authorized administrative body; and (iv) that a contracting Party provides to its specialist advisors and/or other associates, executive officers, sub-contractors, affiliated companies, agents, equally bound by the legal or contractual duty of confidentiality. This Agreement is subject to an obligation to make the contents of this Agreement public based



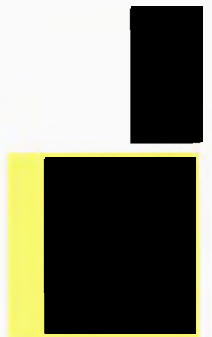
on the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the “**Act on Registration of Agreements**”) (for example, due to the execution of an amendment), information about the contracting Parties highlighted in yellow shall be redacted (blackened out) pursuant to the Act on Registration of Agreements upon mutual Agreement. Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Information not highlighted in yellow shall not be subject to the duty of confidentiality pursuant to this provision. Only LICENSEE shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. In the event of a breach of the confidentiality duty by either Party , the entitled contracting Party shall be authorized to claim a contractual penalty in the amount of [REDACTED] without prejudice to the right for compensation of damage in full

- D. Subject matter as well as price, or value, on the front page of this Agreement has no normative meaning; it has been conducted solely for the purpose of potential publishing of this Agreement in the Czech Registry of Agreements.

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**SCHEDULES 1 to 7 to this AGREEMENT shall form an integral part of this AGREEMENT.**

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**SCHEDULES** to the AGREEMENT ref. 2016\_IM\_AV-TV\_NDW\_8023, dated 30 August 2016 between **LICENSEE – CESKA TELEVIZE** and **INTERNATIONAL MERCHANDISING, PROMOTION AND SERVICES, s.a. (IMPS)**.

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## **SCHEDULE 1: PROGRAMME**

### **PROGRAMME (1)**

[REDACTED]

Episode numbers: see title list attached to this AGREEMENT under SCHEDULE 7.

Each episode has a running time of approximately 24 minutes.

Language version: [REDACTED]

### **PROGRAMME (2)**

The feature film: [REDACTED]

Duration: +/- 70 minutes.

Language version: [REDACTED]

## **SCHEDULE 2: RUNS**

The total number of runs will be [REDACTED]

## **SCHEDULE 3: TERMS**

The TERMS of this AGREEMENT will be as follows: (provided the exploitation of specified number of runs must take place within respective term)

## **SCHEDULE 4: TERRITORY**

The Territory of this AGREEMENT is: [REDACTED]

## SCHEDULE 5: MATERIALS

Upon signature of this AGREEMENT and payment of the LICENSE FEE as indicated in SCHEDULE 6, IMPS shall send, through its service provider OD MEDIA, digital files in 16/9 HD format of the PROGRAMME with the CZECH version to LICENSEE, according to the specifications to be communicated by LICENSEE to IMPS.

It is understood and agreed by the parties that the encoding costs for the PROGRAMME, being [REDACTED] per episode of PROGRAMME (1) (total of [REDACTED] and [REDACTED] - for the PROGRAMME (2) shall be borne by LICENSEE and payable with the 2nd instalment of the license fee .

IMPS will supply LICENSEE with the synopsis, and the music cue sheets of each episode of the PROGRAMME (1) and of the PROGRAMME (2) and with access to IMPS' TV Styleguide.

Contact person Materials: [REDACTED]

Address: CESKA TELEVIZE, Kavci hory, 140 70 Praha 4, Czech Republic

E-mail address: [REDACTED]

Telephone number: [REDACTED]

## SCHEDULE 6: LICENCE FEE

1. As a license fee for each half-hour episode of the PROGRAMME (1) LICENSEE shall pay to IMPS:

[REDACTED]

As a license fee for the PROGRAMME (2) LICENSEE shall pay to IMPS:

[REDACTED]

making a total lump sum licence fee of € 234 200,- (two hundred thirty four thousand two hundred euros).

### Payable:

30%, i.e. € 70 260,- upon signature of the license AGREEMENT, on 30.10.2016 (= payment date) at the latest;

35%, i.e. € 81 970,- upon delivery of the materials, on 30.11.2016 (= payment date) at the latest;

35%, i.e. € 81 970,- Upon technical acceptance of the materials, on 15.01.2017 (= payment date) at the latest.

2. All payments to be made by LICENSEE to IMPS hereunder shall be remitted, within 30 days of receipt of IMPS's invoice, without any deduction to IMPS' account:

bank account n°: 310-0568600-72

**BIC CODE BBRUBEBB  
IBAN CODE BE38310056860072  
ING BELGIUM SA/NV  
Account Office Business Center Brussels  
Rue du Champ de Mars 23  
B-1050 BRUSSELS**

IMPS acknowledges to be the beneficial owner of the license fee.  
Timely payment is conditioned upon receipt of the valid confirmation of Belgian residency of IMPS issued by the appropriate Tax Authority of Belgium unless such valid confirmation has already been provided to LICENSEE during the applicable year.

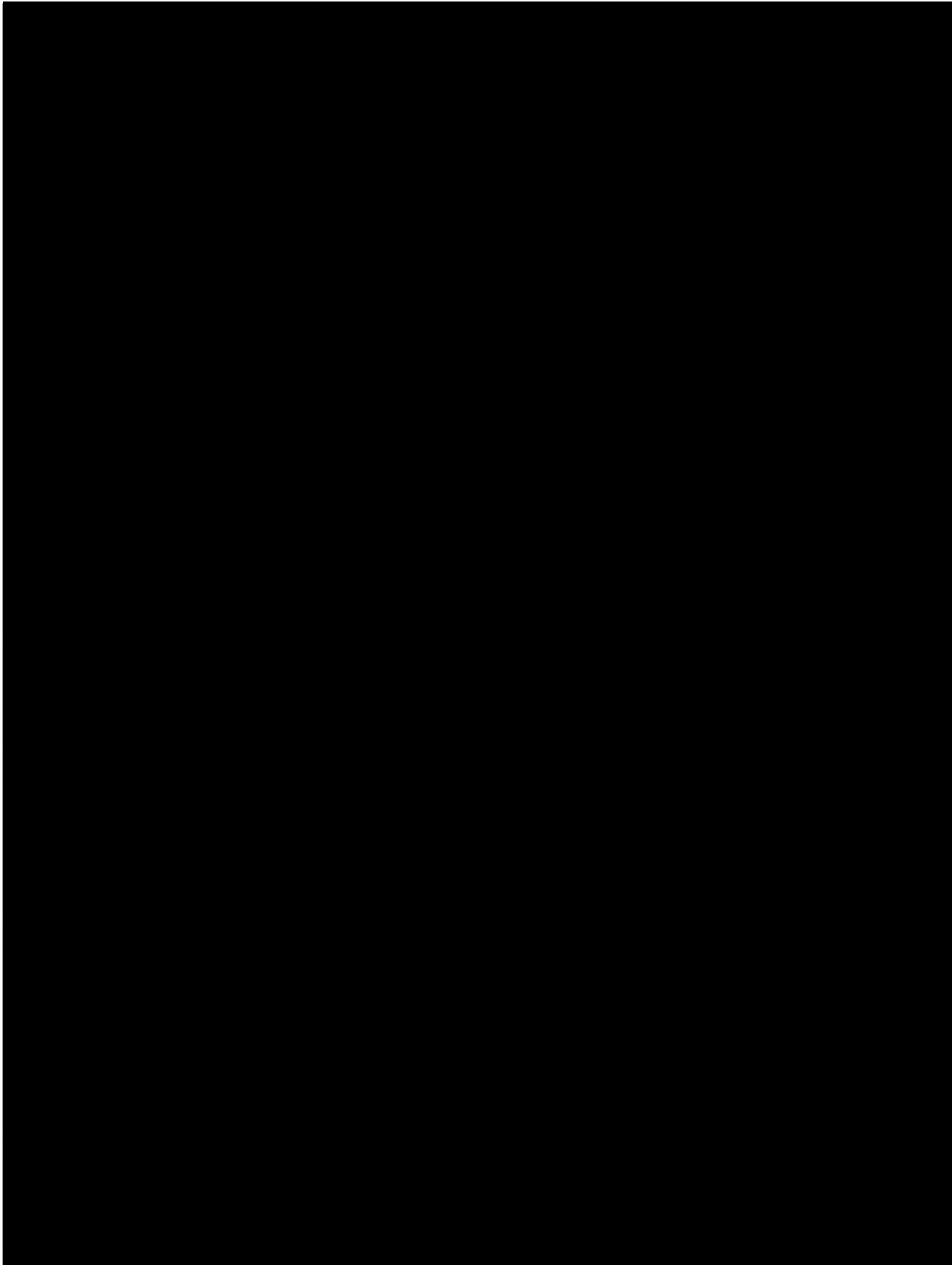
IMPS agrees that if applicable LICENSEE may deduct the withholding tax under local laws and regulations in accordance to which LICENSEE shall provide IMPS with the relevant tax certificate as soon as is received.

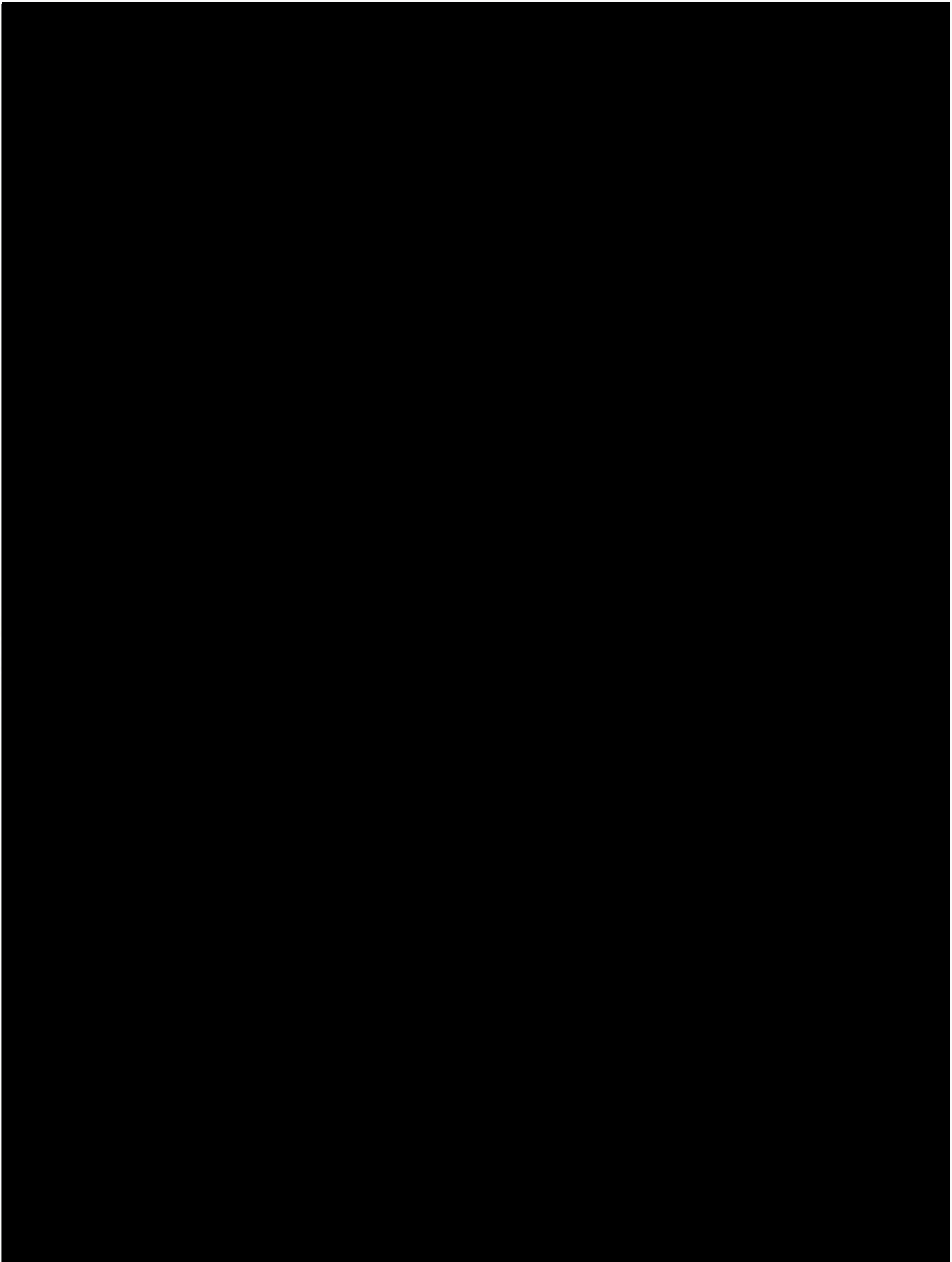
It is hereby agreed that should IMPS choose to deliver invoices by means of electronic mail, IMPS shall be obliged to send PDF format invoices using his e-mail address to the e-mail address of LICENSEE: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). The invoice shall be considered as delivered at the moment of its delivery to the e-mail address of LICENSEE.

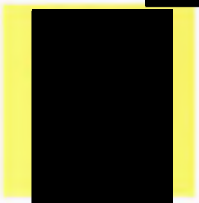
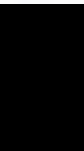
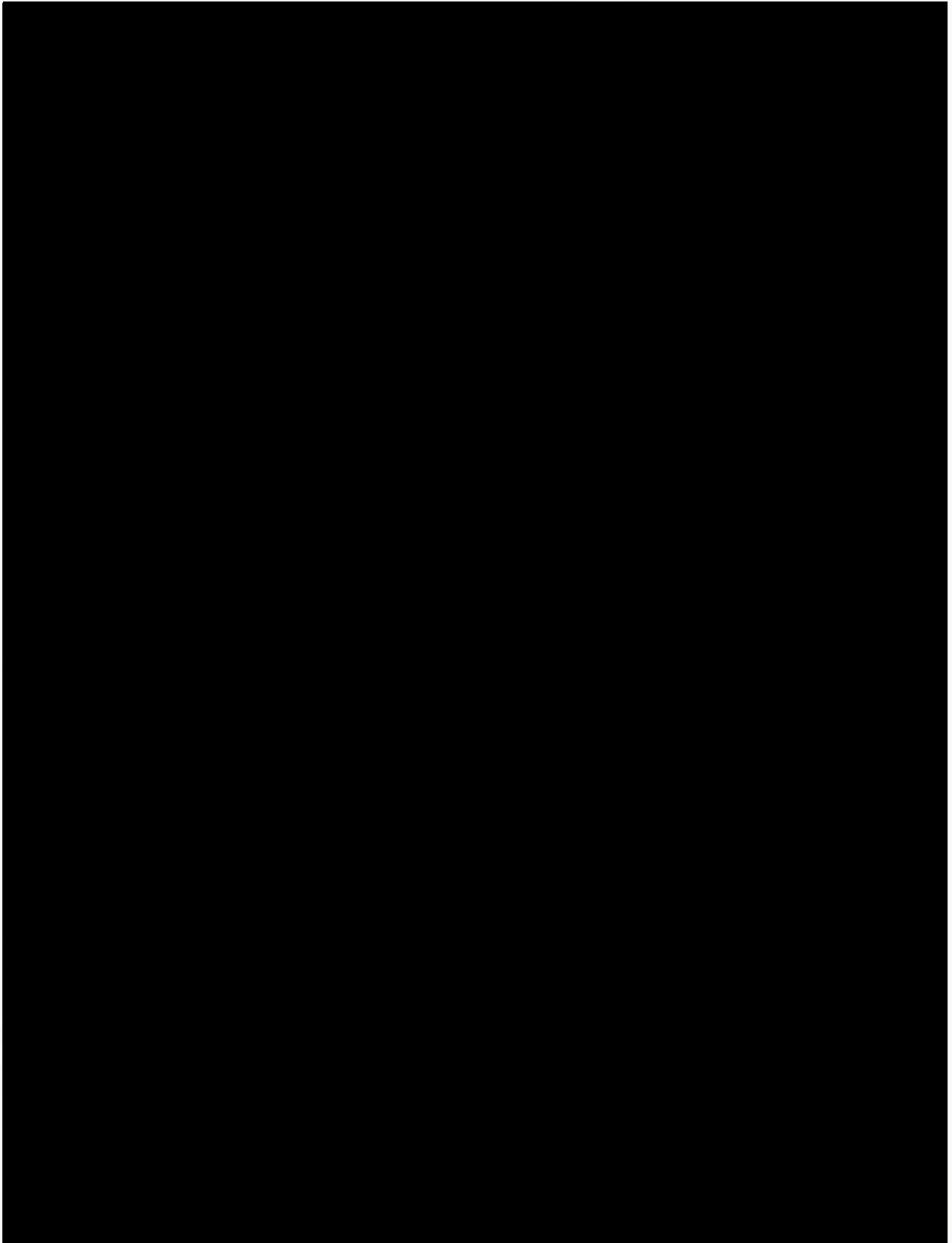
**SCHEDULE 7: ENGLISH TITLE LIST OF THE PROGRAMME (1)**

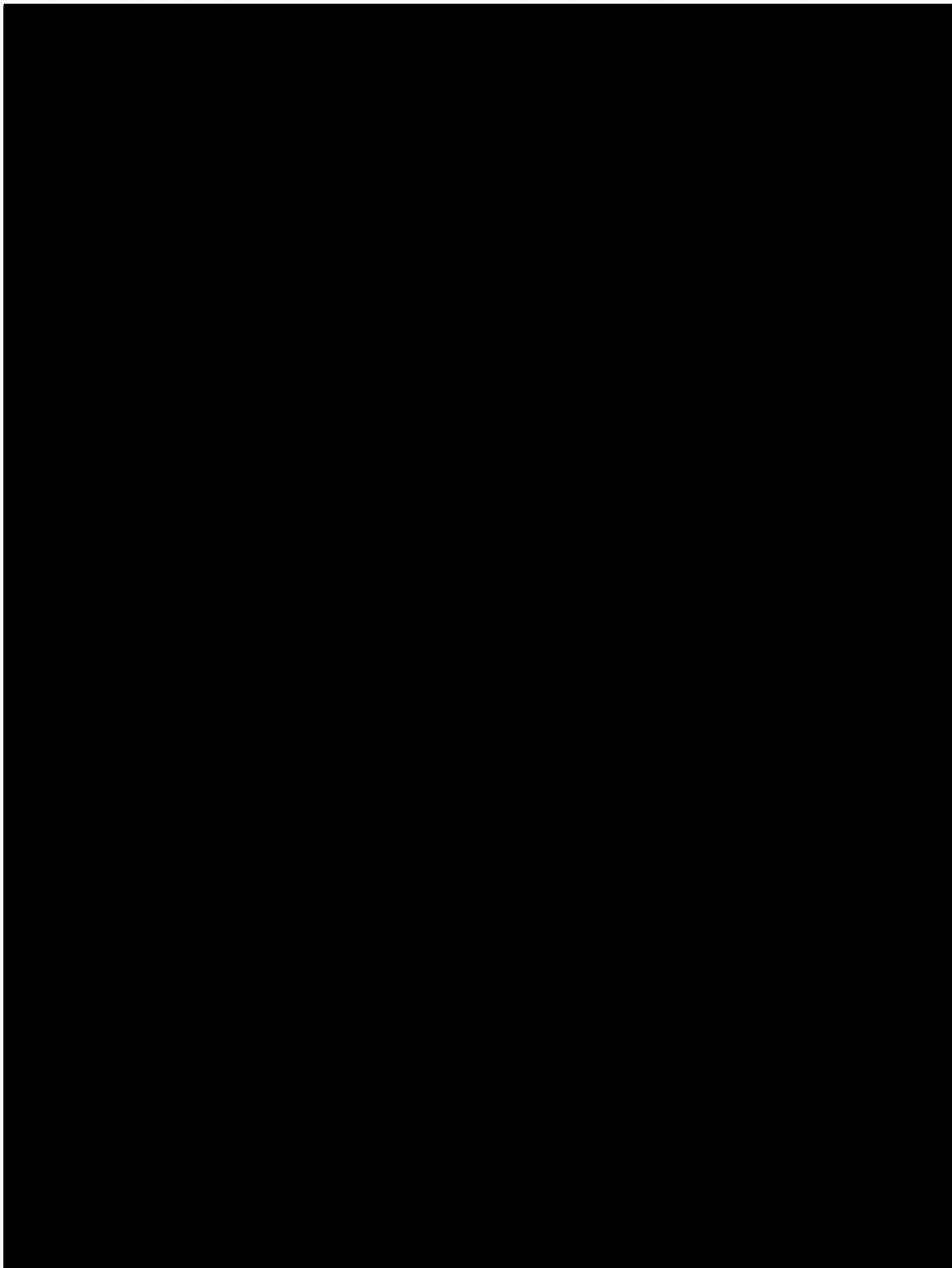
#	ID	SEASON	PROD. YEAR	ENGLISH TITLES
				"THE SMURFS"



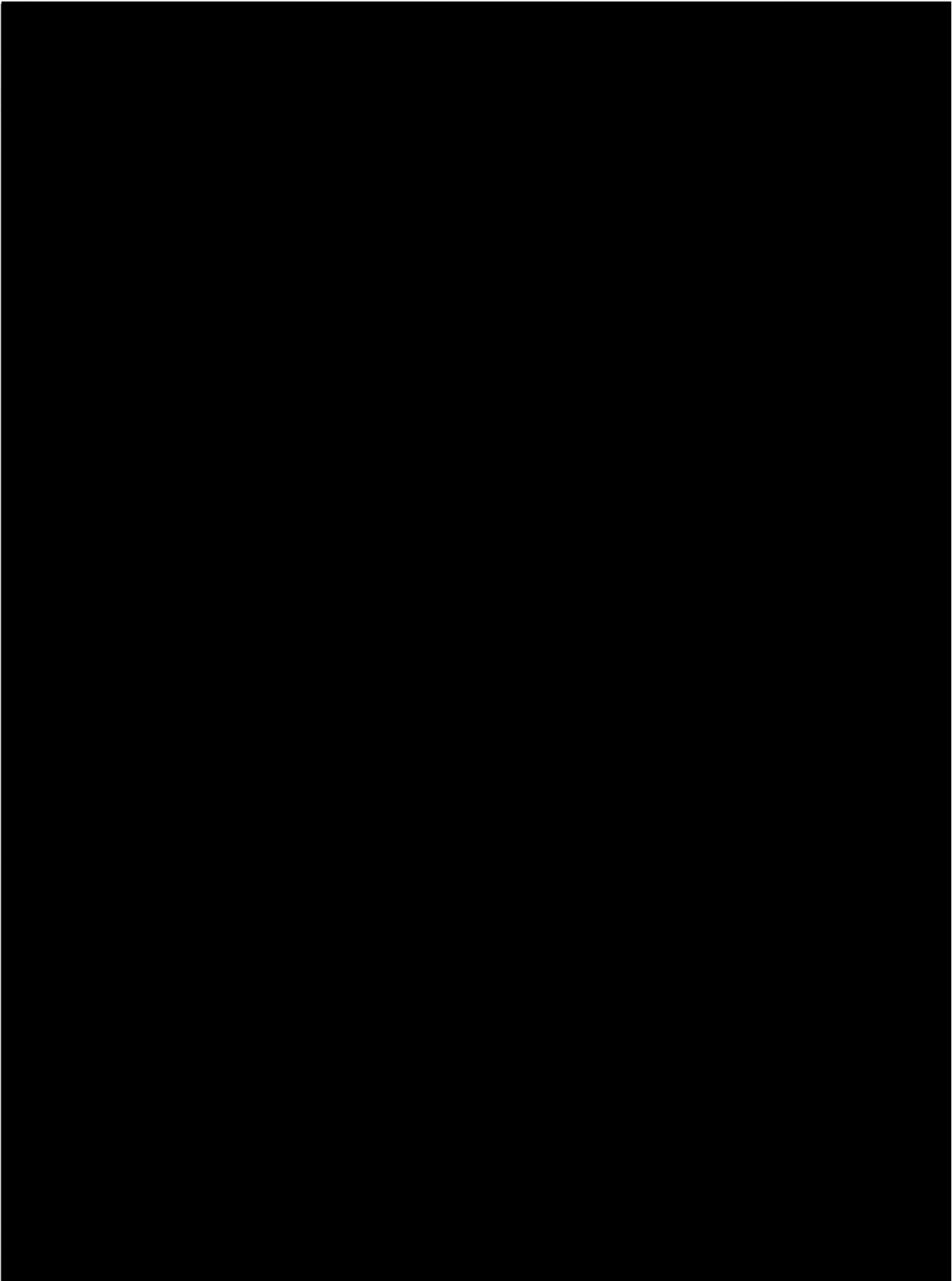


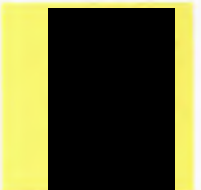
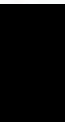
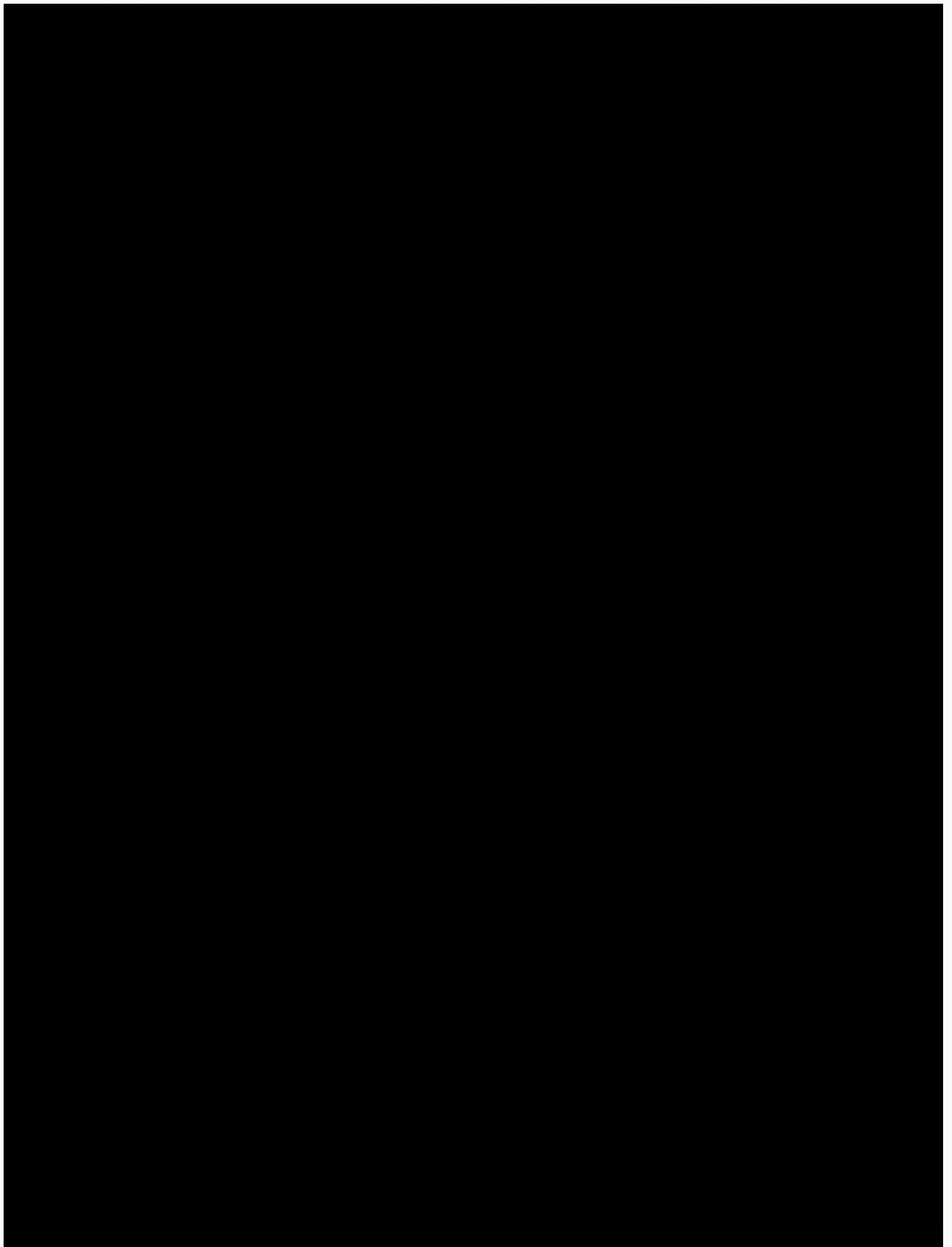


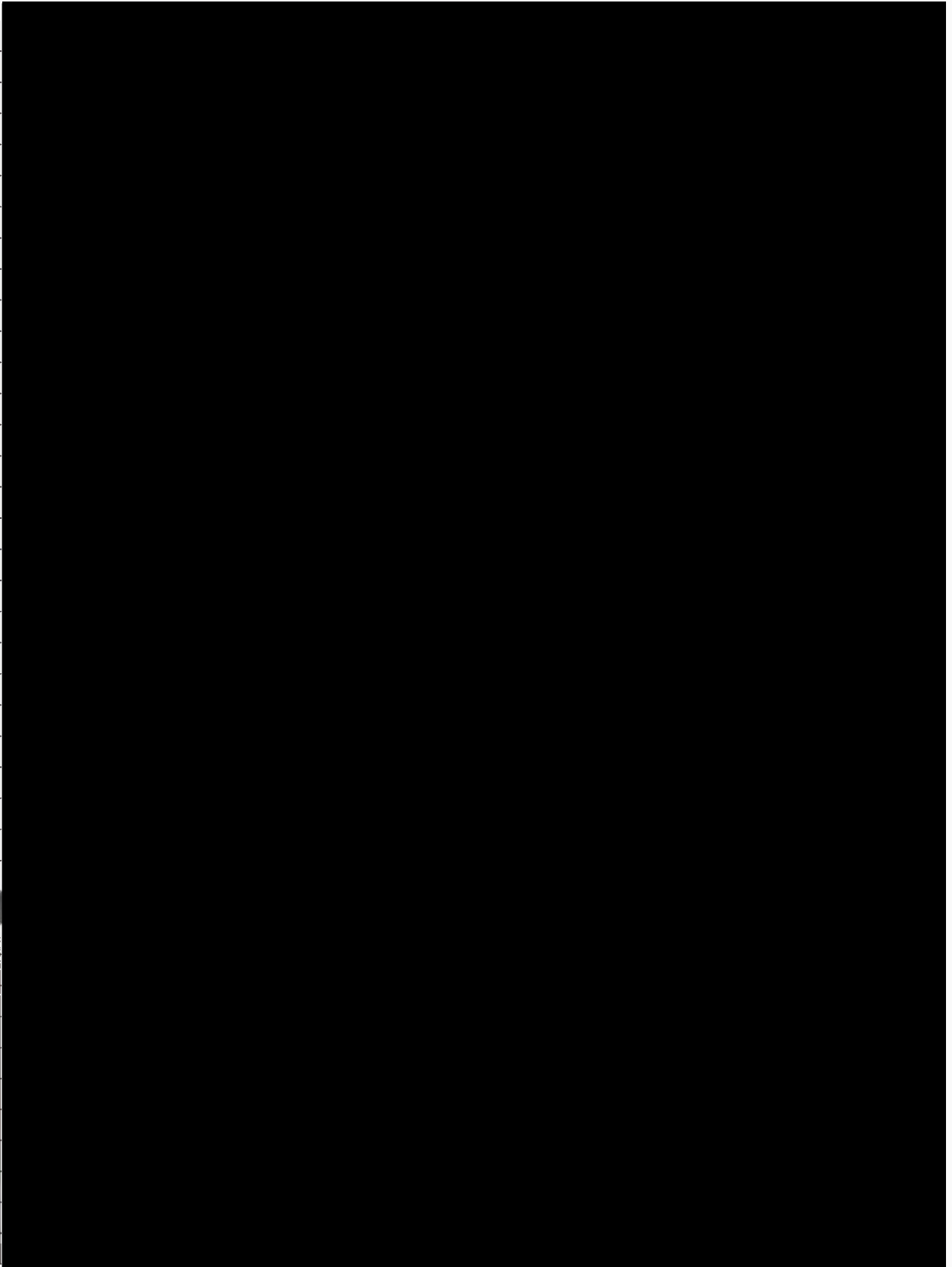


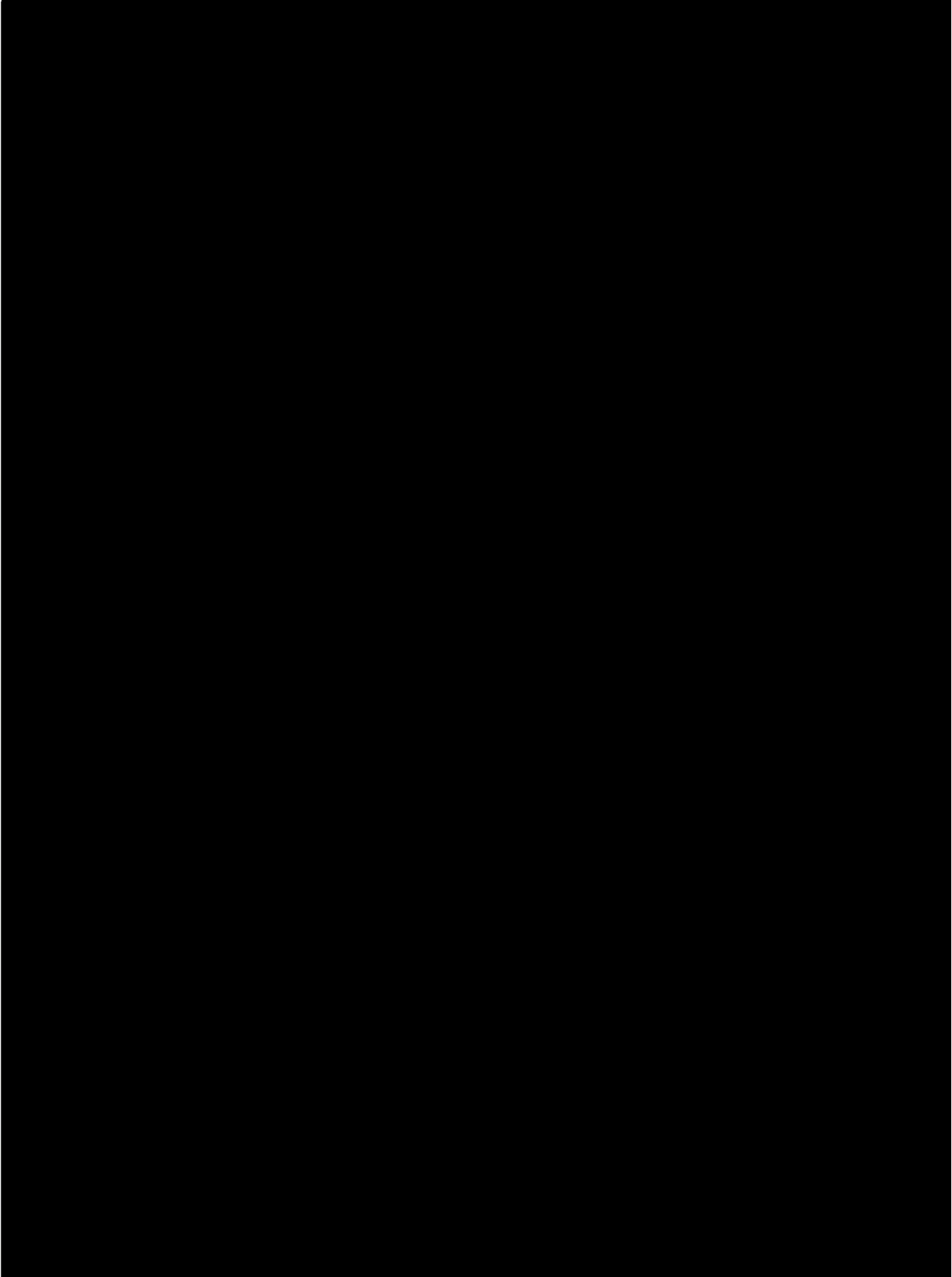


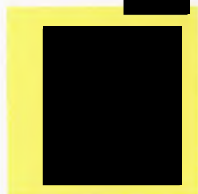
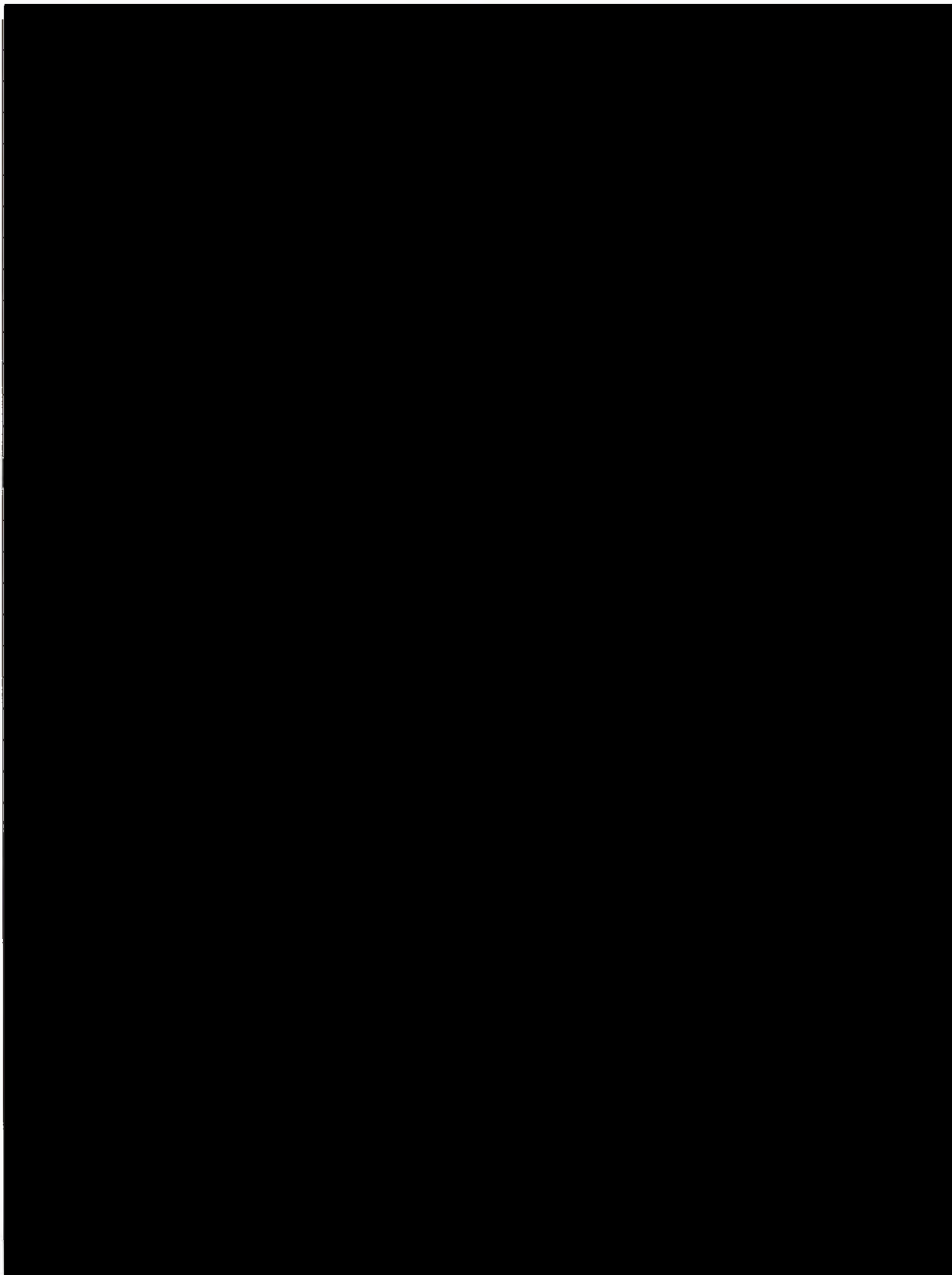


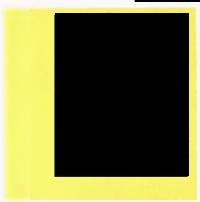
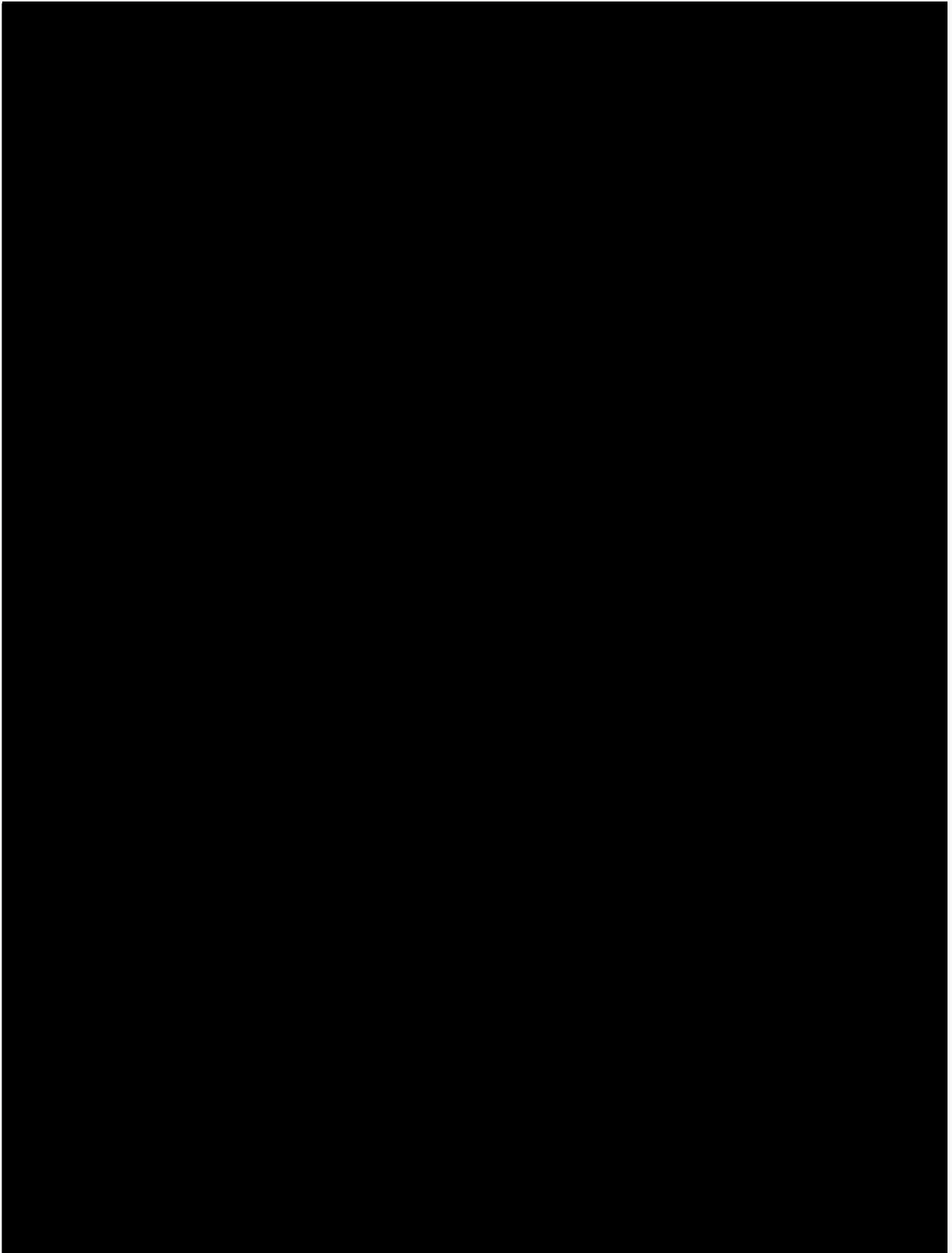


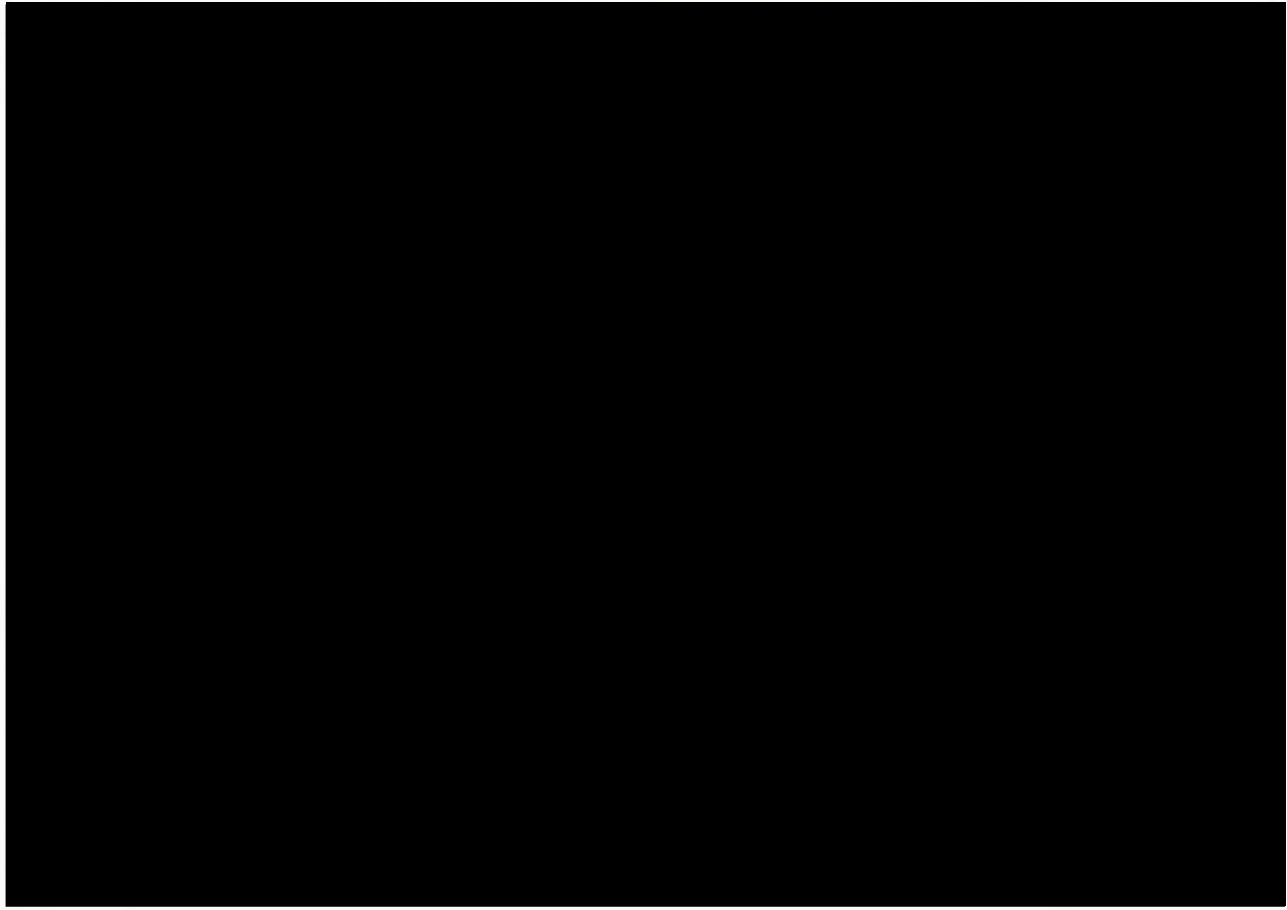








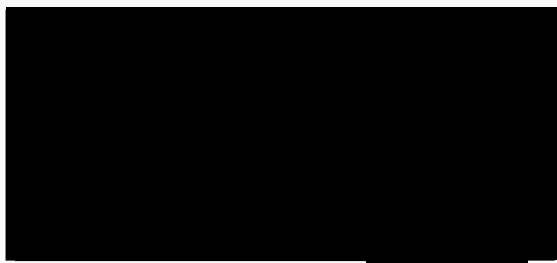




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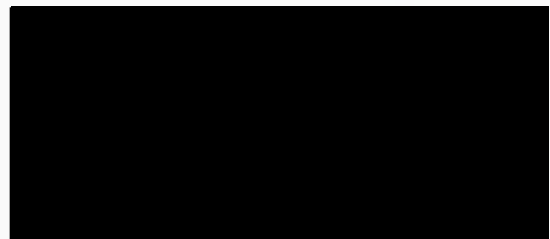
Made in triplicate, in Genval, August 30, 2016


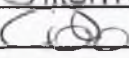
**LICENSEE**  
**CESKA TELEVIZE**



Petr Dvorak  
General Director  
Dated: .... 30 -09- 2016

**IMPS S.A.**



Véronique Culliford  -  
President  
Dated: 7/10/2016  
*Brigitte Lehmann*  


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**! PLEASE INITIAL EACH PAGE !**

